Summary Plan Description

UMWA Cash Deferred Savings Plan Of 1988

United Mine Workers of America Health and Retirement Funds

COD:3/10

Introduction

The United Mine Workers of America ("UMWA") Cash Deferred Savings Plan of 1988 ("Savings Plan") is designed to help you meet your financial needs during your retirement years. The Savings Plan originally became effective on May 1, 1988 and was most recently amended as of January 1, 2010. It came about as a result of the National Bituminous Coal Wage Agreement ("NBCWA") of 1988, negotiated between the UMWA and the Bituminous Coal Operators' Association, Inc. ("BCOA"). The Savings Plan is a defined contribution 401(k) plan, through which you may be able to reduce your annual taxable income by deferring a portion of your Compensation, through payroll deductions, into the Plan as 401(k) Contributions.

About This Booklet

This booklet contains a brief description of the Savings Plan in effect on January 1, 2010, and is intended to give you an overall understanding of the Savings Plan without using the technical language that is required in the formal plan document. This is only a brief description of the highlights of the Savings Plan. The actual plan is a complex legal document that has been written in the manner required by the Internal Revenue Service and is referred to as the Plan Document. This document is called a Summary Plan Description (SPD) and it explains and summarizes the important features of the Plan Document. Use of the pronouns *he, she, his, hers, him* and *her* refer to people without regard to gender.

About The Plan

The Savings Plan is maintained pursuant to the NBCWA of 1988, and its successors. Copies of the NBCWA of 1988 or its successors may be obtained by writing to the Board of Trustees or may be examined at the offices of the UMWA Health and Retirement Funds ("Funds' Offices"). No provision of the Plan Document or this booklet gives any employee any rights of continued employment, or in any way negates, modifies, or adds any rights or obligations of the employee that exist under the NBCWA of 1988 or any successor agreement. You should consult the Plan Document for technical and detailed plan provisions. The legal operation of the Savings Plan is controlled by the Plan Document and not this SPD.

To become a Participant in the Savings Plan, you must meet the Savings Plan's eligibility requirements. Once you become a Participant, the Savings Plan will maintain an account for you. You are entitled to 100% of your account when you terminate employment.

If at any time you have specific questions about the Savings Plan as it applies to you, please bring them to the attention of the Board of Trustees, whose address and telephone number appear below. You may also examine the Plan Document itself at a reasonable time by making arrangements with the Board of Trustees or its appropriate representative.

As a Participant or Beneficiary of the Savings Plan, you have the right to examine or obtain, upon written request, a complete list of the employers and employee organizations sponsoring the Savings Plan, or information as to whether a particular employer or employee organization is a sponsor of the Savings Plan, and if so, its address.

Plan Information

Plan Name:	United Mine Workers of America Cash Deferred Savings Plan of 1988
Plan Identification Number (EIN):	52-6377947
Plan Sequence Number:	003
Plan Sponsor and Plan Administrator:	Board of Trustees UMWA Cash Deferred Savings Plan of 1988 2121 K Street, NW, Suite 350 Washington, DC 20037 (202) 521-2200

Plan Recordkeeper:	Prudential Retirement 30 Scranton Office Park Scranton, PA 18507-1789
Telephone Inquiries:	1-800-291-1425 (option 5) 1-877-778-2100
Website:	www.umwafunds.org (click on CDSP) www.prudential.com/retirement

Agent for Service of Legal Process: The trustees have appointed David W. Allen, general counsel of the Funds, as agent for the service of legal process. Official court papers may be served on Mr. Allen. Legal process may also be served on the trustees. Letters to Mr. Allen or the trustees should be addressed to the Funds' Office in Washington, D.C.

Plan Trustees: Michael H. Holland, B.V. Hyler, Micheal Buckner and Steven Schaab

Contents of the Summary Plan Description

SECTION ONE: DEFINITIONS

The following definitions are used in the text of this SPD. These words and phrases are capitalized throughout the SPD for ease of reference.

Compensation - means the gross earnings paid to you by your Employer, including your 401(k) Contributions. It does not include Sickness and Accident pay, Workers' Compensation benefits, cash equivalents or non-cash awards. Amounts earned before you elect to participate are not treated as Compensation under the Savings Plan.

Employee - means any person employed in a classified job by an Employer.

Employer - means any Employer who is signatory to the National Bituminous Coal Wage Agreement of 1988, any successor agreement or any other collective bargaining agreement between the UMWA and an Employer in the bituminous coal industry that provides 401(k) Contributions and Employer Contributions to the Savings Plan.

401(k) Contributions - means the dollars (elective deferrals) you put into the Savings Plan through before-tax payroll deductions.

401(k) Contributions Account - means the contribution account established and maintained for you that is made up of all 401(k) Contributions and rollover contributions (if any) made by you or on your behalf, plus investment gains, and minus losses, certain expenses, withdrawals and distributions.

Employer Contributions – means contributions of $1 per hour worked made by Employers to the Savings Plan on behalf of certain eligible Employees. Employer Contributions are required on behalf of Employees who entered the coal mining industry for the first time on or after January 1, 2007, and who do not have a State Miner's Certificate dated prior to January 1, 2007. A Participant's Employer Contributions are separately maintained from his 401(k) Contributions. Employer Contributions are also known as Enhanced Premium Contributions under the NBCWA of 2007. An Employee subject to Enhanced Premium Contributions is not entitled to retiree health care (other than through disability).

Participant Account – means an account that makes up a Participant's 401(k) Contributions Account and Employer Contributions Account.

Participant - means an Employee who is eligible and becomes covered under this Savings Plan. A Participant shall cease to be a Participant when all of his benefits under the Savings Plan have been distributed.

Plan Administrator - The Plan Administrator is responsible for directly administering the Savings Plan. The Trustees are the Plan Administrator of this Savings Plan and are therefore responsible for its day-to-day administration and management. To ensure efficient and sound operation and management of the Savings Plan, the Trustees have appointed other people as necessary to act on their behalf and to assist in performing these responsibilities.

Plan Year - means the twelve-month period ending on December 31.

Savings Plan - means the United Mine Workers of America Cash Deferred Savings Plan of 1988. The Savings Plan is governed by a legal document containing various technical and detailed provisions. The Funds' Office has a copy of the Plan Document, and it is available on the Funds' website.

Trustees – means the individuals and their respective successors who are the trustees under the Savings Plan's trust agreement. The Trustees are also the plan sponsors of the Savings Plan. The names of the current Trustees are listed in the Introduction to this SPD, as well as on the Funds' website.

SECTION TWO: RESPONSIBILITIES

TRUSTEES

The Trustees bear the primary responsibilities for communicating with and enrolling eligible active miners, carrying out participants' investment instructions, maintaining the records of the Savings Plan, reporting to participants, and disbursing benefits.

EMPLOYERS

Employers bear the primary responsibility for the following:

- Active miner enrollment: Employers assist in enrolling eligible active miners by helping the Trustees to identify all eligible active miners. The Trustees will provide all necessary enrollment information directly to active miners, who are required to complete and submit an enrollment form. The Plan Administrator will then notify Employers of Participant enrollment information.

- Deductions from active miners' pay: Employers are responsible for deducting authorized contributions (elective deferrals) from Participants' pay. 401(k) Contributions are based on a percentage of gross Compensation up to a maximum of 25%. Employers accumulate data related to amounts withheld and information about Compensation paid to eligible active miners and communicate this information to the Trustees. Participants notify the Trustees of desired changes in their contribution rates and the Trustees notify Employers of these changes to Participants' authorized rates. The changes must be implemented by the Employer for the first payroll of the next quarter that begins after receipt of such change notice from the Trustees.

- Forwarding contributions to the Trustees: Employers are required to forward to the Trustees the contributions withheld from Participants' pay. These contributions must be sent within five calendar days after the payday on which the amounts were withheld. When your Employer forwards your contributions, it must also provide to the Trustees information on your gross Compensation and the amount of contributions withheld. The Employer must preserve this information so that the Trustees may verify, as necessary, that all contributions withheld from your pay have been forwarded to the Savings Plan.

- Annual report to the Trustees: Employers provide data to the Trustees on an annual basis detailing information on plan contributions and Compensation for all active miners eligible to participate in the Savings Plan.

- Notice of changes in the status of active miners: With each remittance of 401(k) Contributions withheld, Employers communicate to the Trustees information about changes in eligible active miner status. These data include information on termination and other situations affecting eligible active miners' eligibility to participate in the Savings Plan. All changes in an active miner's participation (changes in deferral rate, investment choices, beneficiary, etc.) must be communicated by the eligible active miner to the Trustees, who will forward such information to the Employer, where necessary.

- New hires: Employers notify the Trustees of all new hires of active miners no later than two weeks after their hire.

- Employer Contributions: Employers are responsible for designating new inexperienced miners who are eligible for Enhanced Premium Contributions under the NBCWA of 2007. Employers must notify the Trustees of such individuals and forward contributions of $1.00 per hour worked to the Savings Plan in accordance with the same procedures used for forwarding contributions withheld from Participants' pay.

PARTICIPANTS

You will be required to furnish information to the Trustees so that accurate and timely records may be maintained on your behalf. Much of this information will be requested when you enter the Savings Plan as a Participant. You are urged to comply promptly with requests by the Trustees for information pertinent to the

Savings Plan. This information assists the Trustees in making proper and timely distributions to you or your beneficiaries.

You also are responsible for the designation of a beneficiary. Your beneficiary is the person or entity that is entitled to receive your benefit from the Savings Plan in the event of your death. To specify your beneficiary, you must fill out a form when you enter the Savings Plan. The Trustees keep all beneficiary designation forms on file. You may change your beneficiary at any time by written notice and, in fact, you are advised to review your beneficiary designation periodically and update it, if necessary. The Trustees may from time to time request that you review and update your beneficiary designation.

If you are married, your spouse will automatically be your beneficiary unless he or she consents to your designation of another beneficiary. Such consent must be on a special form, which may be obtained from the Trustees.

If you have not made a beneficiary designation at the time of your death, the beneficiary shall be your surviving spouse; if your spouse is not then living, your beneficiary shall be your then living natural and adopted children, in equal shares; and if none, it shall be either your father or mother, or both if both are living. If none of the above is living, your beneficiary shall be your estate.

SECTION THREE: ELIGIBILITY AND PARTICIPATION

AGE AND SERVICE REQUIREMENTS

You need not attain a specific age or work a minimum number of years in order to become a Participant in the Savings Plan and begin making 401(k) Contributions. Thus, any active miner who is employed in a classified job for a signatory Employer may join the Savings Plan, excluding individuals directly connected with the ownership, operation, or management of an Employer. An individual will be considered directly involved with ownership of an Employer if he or she has an ownership interest of 5% or more in the Employer.

WHEN YOU CAN PARTICIPATE IN THE PLAN

Participation in the Savings Plan will start when you execute and file an enrollment form authorizing deductions from your wages. If your Employer determines you eligible for Employer Contributions, participation in the Savings Plan will begin when you enroll or when your Employer makes Employer Contributions on your behalf, whichever occurs first.

SECTION FOUR: PLAN FUNDING AND ADMINISTRATION

PLAN CONTRIBUTION SOURCES, ALLOCATIONS AND LIMITATIONS

<u>Employee 401(k) Contributions</u>

Effective May 1, 1988 (or the date you begin participating in the Savings Plan, if later), you may make before-tax contributions to the Savings Plan through payroll deduction. Such contributions are called 401(k) Contributions and they are accomplished through salary deferrals. For example, assume your Compensation for the year is $15,000. For Plan Year 2010, you wish to make 401(k) Contributions to the Savings Plan and you authorize your Employer to defer 5% of your Compensation. As a result, your Employer will pay you $14,250 as gross taxable income and will deposit your 5% 401(k) Contribution (i.e., $750) into the Savings Plan for you, at your direction.

To begin making 401(k) Contributions, you must complete and sign an Enrollment Form, which you can get from the Trustees or the Savings Plan’s recordkeeper. Processing takes approximately four weeks. The Employer will be notified when deductions from your pay may begin.

If you terminate employment with your Employer and begin working for another Employer, your election for salary deferral will terminate and your 401(k) Contributions will cease until you complete and sign an Enrollment Form with the new Employer.

In addition to making 401(k) Contributions, Participants may contribute to the Savings Plan through a rollover of assets from a qualified defined contribution plan or individual retirement account ("IRA"). Also, if at the end of any Plan Year an Employee has not exhausted the Personal or Sick Leave Days for which he is eligible, he may, within ten (10) working days, elect to have the pay in lieu of such leave at his regular classified straight time rate placed in the Savings Plan as a 401(k) Contribution.

Employer Contributions

Effective January 1, 2007, certain Employees are eligible to have Employer Contributions of $1 per hour worked made by Employers to the Savings Plan on their behalf. Employer Contributions generally are required on behalf of Employees who entered the coal mining industry for the first time on or after January 1, 2007, and who do not have a State Miner's Certificate dated prior to January 1, 2007. You are not required to be enrolled in the Savings Plan prior to your Employer making Employer Contributions on your behalf, but you are encouraged to complete an Enrollment Form so that the Savings Plan can invest the contributions in accordance with your instructions. Employer Contributions are also known as Enhanced Premium Contributions under the NBCWA of 2007. An Employee subject to Enhanced Premium Contributions is not entitled to retiree health care (other than through disability).

If you fail to give investment directions for your Participant Account, it will be invested in a fund the Trustees designate as a Qualified Default Investment Alternative. As of January 1, 2010, this default investment vehicle is the Vanguard Balanced Index Fund.

Participant Accounts

Each participant has a Participant Account. This account consists of all 401(k) Contributions, rollovers, and Employer Contributions (if eligible) made on behalf of the participant, plus any investment earnings on these contributions. Plan investment losses, certain fund management expenses, and any withdrawals and distributions made by or to you are subtracted from your account. Income earned or losses incurred by the different investment funds are credited to Participants who are participating in those funds in proportion to the amounts each Participant has invested in each specific fund. Your account is valued and gains or losses are posted each day the New York Stock Exchange is open for business.

Limits on 401(k) Contributions

Federal tax laws and plan documents govern the amount of 401(k) Contributions that you may make. Specifically, federal law places two annual limits on the amount you may defer into a 401(k) plan - an individual limit and an average limit.

- Individual Limit: Federal tax law limits the amount you can put into the Savings Plan during each of your tax years (generally, a calendar year). For 2010, the limit is $16,500 ($22,000 if you are age 50 or older—*see* the section on "catch-up contributions" below). This amount is indexed periodically for changes in the cost-of-living index. This limit applies to all 401(k) Contributions you make during your tax year to any 401(k) plans maintained by your present or former employers.

- Average Limits: Tax law defines a group of an employer's employees as "highly compensated employees." Employees who are not highly compensated employees are referred to as "non-highly compensated employees." In general, a highly compensated employee is any employee who had Compensation for the previous year in excess of an amount determined by federal law, which is indexed periodically for changes in the cost-of-living index. For example, if you had earnings from an Employer in 2009 of $110,000 or more, you are considered a highly compensated employee for 2010. The same $110,000 threshold remains in effect for 2010. Highly compensated employees making 401(k) Contributions are limited in the amount of their Compensation that they defer based on the average percent of Compensation deferred by the non-highly compensated group of employees during the Plan Year. If these limits apply to you, you will be given additional information about them.

- Plan Specific Limitations: Upon completion of an application for participation, your Compensation will be reduced each pay period by the percent you specify, with that amount being paid as 401(k) Contributions into your Participant Account. The Savings Plan permits you to defer a percentage of your Compensation from 0% to 25%, in increments of 1%, each Plan Year.

- If, on any payday, the amount of Compensation payable to you is insufficient (after all legally required payroll deductions, including Union dues and/or other Union assessments or voluntary Union payments and any other voluntary payroll deduction you have authorized) to permit the making of the full amount of your 401(k) Contribution in accordance with your salary deferral election, your 401(k) Contributions will be suspended until the next payday on which sufficient funds are available. You will not be permitted to makeup the deferrals for 401(k) Contributions so suspended.

- Overall Contribution Limit: In addition to the special limits for 401(k) Contributions described above, Federal tax laws also limit the maximum total amount of all contributions that can be made on your behalf for the Plan Year. You will be notified if contributions made on your behalf exceed those limits.

Catch-up Contributions

The Savings Plan permits Employees who have attained age 50 before the close of the calendar year to make additional 401(k) Contributions to the Savings Plan ("Catch-up Contributions"). Such contributions are permissible over and above the 401(k) Contribution limits described above. For calendar year 2010, the amount of permissible Catch-up Contributions is limited to $5,500. This amount may be adjusted annually for inflation by the Secretary of the Treasury.

Changing and Suspending 401(k) Contributions

To change the amount of your 401(k) Contributions, you must complete and sign a Deferral Change Form and return it to the Savings Plan at least 30 days before the change will take effect or a lesser number of days if the Savings Plan permits. You may change your deferral percentage as of the first day of any quarter (January 1, April 1, July 1, or October 1).

You may voluntarily suspend your 401(k) Contributions at any time by giving written notice to the Trustees. You may resume contributions to the Savings Plan as of any January 1, April 1, July 1, or October 1 coincident with or next following the passage of three months after the effective date of voluntary suspension by giving the Trustees thirty days advance written notice.

Rollover Contributions

The Savings Plan allows you to make rollover contributions to the Plan. These are contributions that are rolled over from a qualified defined contribution plan or IRA (i.e., not by transfers from non-retirement savings plans, regular savings accounts, etc.), if done soon after your enrollment. The contributions are transferred by the qualified plan or IRA to the Trustees of the Savings Plan for your account. You are 100% vested in your rollover contributions at all times, but you may not withdraw them until you incur a distribution-triggering event under the Savings Plan.

Retroactive Contributions

Subject to certain restrictions, you may make retroactive 401(k) Contributions to the Savings Plan if you were in qualified military service and you returned to employment with your Employer within 90 days after the end of your military leave (or such longer period of time as your reemployment rights are protected by law).

Compensation

Your Compensation is used as a benchmark for several purposes under the Savings Plan. For example, it is used for nondiscrimination testing and contribution allocation. Regardless of the various reasons the Savings Plan uses your Compensation, in the event your Compensation for the 2010 Plan Year exceeds $245,000, only the first $245,000 will be counted as Compensation under the Savings Plan. This $245,000 cap is adjusted periodically by the Internal Revenue Service for increases in the cost-of-living.

PLAN ADMINISTRATION AND MANAGEMENT

All contributions made to the Savings Plan on your behalf will be placed in a trust fund established for the exclusive benefit of all participants and their beneficairies. The Savings Plan will establish and maintain

Participant Accounts for you and all other participants, and all contributions to the Savings Plan made on your behalf will be credited to the account established in your name.

SELF DIRECTION OF INVESTMENTS

The Savings Plan allows you to direct the investment of the assets in your Participant Account. The Savings Plan has established uniform and nondiscriminatory policies describing how and when you may provide investment directions. You are responsible for any expenses and losses resulting from your choice of investments. You may choose among the available investment options, which currently are the following:

- JPMorgan Stable Value Fund
- Vanguard Prime Money Market Fund Institutional
- Vanguard Government National Mortgage Association (GNMA) Admiral
- Vanguard Balanced Index Inst
- Vanguard 500 Index Fund Inst
- Vanguard Growth Index Fund
- Vanguard Value Index Fund
- Vanguard Small-Cap Value Index Fund Investor
- Vanguard Mid-Cap Growth Index Fund Investor
- Vanguard Developed Market Index Investor
- Vanguard Total Bond Market Index Fund Investor
- Vanguard Target Retirement Income Investor
- Vanguard Target Retirement 2010 Investor
- Vanguard Target Retirement 2015 Investor
- Vanguard Target Retirement 2020 Investor
- Vanguard Target Retirement 2025 Investor
- Vanguard Target Retirement 2030 Investor
- Vanguard Target Retirement 2035 Investor
- Vanguard Target Retirement 2040 Investor
- Vanguard Target Retirement 2045 Investor
- Vanguard Target Retirement 2050 Investor

When you are eligible to participate in the Savings Plan, either through 401(k) Contributions or Employer Contributions, you will be provided with comprehensive information about the investment options available under the Savings Plan, including an explanation of their investment objectives and policies. You select the fund or funds in which your contributions will be invested. You may direct everything into one option or split your contributions between funds in multiples of 1 percent (1%). Your investment directions will continue until you change them. You may change your investment directions as to the balance of your Participant Account and/or your future 401(k) Contributions and Employer Contributions (if any) any day the New York Stock Exchange is open for business. To do so, you must contact the Savings Plan through its website or by calling ***1-800-291-1425, option 5, or 1-877-778-2100***.

The Savings Plan intends to operate as an ERISA Section 404(c) plan—this means that you are responsible for your own investment decisions. Because the Savings Plan allows and encourages you to direct your investments and to have access to all pertinent information concerning your investments, the fiduciaries of the Savings Plan will be relieved of liability for the results of your investment decisions, as provided under Section 404(c) of the Employee Retirement Income Security Act ("ERISA").

PLAN EXPENSES

Pursuant to a Memorandum of Understanding dated January 1, 2007 between the UMWA and BCOA regarding administrative costs, Employers will pay for expenses associated with the administration of the Savings Plan, as long as those expenses do not exceed, annually, the lesser of 42 basis points applied to the assets of the Savings Plan (0.42% of the total assets held by the Savings Plan), or $365,000 in 2010 and $370,000 in 2011. If expenses are greater than this amount, Participants' Accounts will be charged. Participants will receive quarterly statements that set forth in detail the amount of administrative expenses they have incurred for that period, as well as the amount of investment expenses charged to their accounts.

SECTION FIVE: DISTRIBUTION OF BENEFITS AND VESTING

BENEFIT ELIGIBILITY

Certain events must occur before you can withdraw money from the Savings Plan. In general, benefits may be withdrawn in the following circumstances:

- If you retire on a normal, early, or disability pension as defined by the UMWA 1974 Pension Plan.
- If you die, your beneficiary or beneficiaries will receive payment from the Savings Plan.
- If you leave signatory employment before you retire. However, you cannot receive payment if you leave one signatory Employer and go to work for another signatory Employer. In this case, you must complete a new Enrollment Form if you wish to continue payroll deductions.
- If you are laid off and you are no longer eligible for health benefit coverage from your Employer.

Normal retirement under the UMWA 1974 Pension Plan is age 62. In addition, the UMWA 1974 Pension Plan provides an Age 55 Pension, a Special Permanent Layoff Pension, a 30-and-Out Pension, and a Disability Pension, as defined in the UMWA 1974 Pension Plan. There are no age or service requirements for Disability Pensions.

To receive payment, you must apply in writing to the Savings Plan by completing a Distribution Request Form.

<u>Changing Employers or Positions</u>

If you leave your employment with your Employer before retirement, you will be entitled to receive 100% of the amount in your Participant Account, provided you do not then begin employment with another Employer. The portion of your account to which you are entitled upon leaving your Employer is called your vested interest. In the Savings Plan, you are always 100% vested in your account. Your vested interest belongs to you no matter what; it never can be taken away from you even if you quit or are fired. If you are no longer employed by a participating Employer and your account balance is greater than $1,000, you may, but are not required to, receive a distribution of your account balance. If your balance is $1,000 or less, you will receive a lump sum distribution of your account within two years after your employment ends.

If you take a nonclassified job with your Employer, you will become ineligible to participate in the Savings Plan and your contributions to the Savings Plan will cease as of the date your nonclassified employment begins. The amounts in your account will be held for your benefit until a distribution is otherwise required under the Savings_Plan. You may be able to transfer the assets in your account into another defined contribution plan maintained by your Employer, if the Employer's plan accepts such transfers.

<u>Financial Hardship</u>

Normally, you cannot withdraw money from your account while you are working for a signatory Employer because the Savings Plan is designed for long-term saving. However, an Employee may request a withdrawal of 401(k) Contributions if he has a financial emergency that creates an immediate and heavy financial need and the withdrawal is necessary to satisfy the financial need. The withdrawal request may be for any of the following reasons:

- Unreimbursed medical expenses incurred by a Participant or by a Participant's spouse or dependents;
- The next semester's tuition, room and board costs for a post-secondary education for a Participant or for a Participant's spouse or dependents;
- The purchase by a Participant of a principal residence;
- To prevent foreclosure or eviction of a Participant from his or her principal residence;
- Expenses related to the burial or funeral for the Participant's deceased parent, spouse, children or dependents;
- Expenses attributable to the repair of damage to the Participant's principal residence (expenses must qualify as deductible under casualty rules of the Code); or
- Any other event that creates an immediate and heavy financial need.

If you make a withdrawal for hardship, you can only withdraw your 401(k) Contributions. You may not withdraw Employer Contributions and you may not withdraw earnings on your 401(k) Contributions or Employer Contributions.

Hardship withdrawals may be made only by Employees. They are not considered eligible rollover distributions. If you withdraw your contributions, you will be required to pay income taxes on the amount you withdraw. If you are younger than age 59½ at the time of the withdrawal, you will be required to pay an additional 10 percent tax.

For a withdrawal, you must apply in writing to the Savings Plan by submitting a Hardship Request Form. The Savings Plan will then determine whether your request qualifies. You are permitted one hardship withdrawal each calendar quarter.

If your hardship withdrawal is for one of the six specific needs listed above, you automatically will be suspended from making contributions to the Savings Plan for six months.

DISTRIBUTION OF BENEFITS

Form of Payment

When you retire on normal, deferred, or early retirement, or on a disability pension, and your Participant Account is no more than $1,000, your account will be paid, either directly to you or as a direct rollover to an IRA or another plan, in a single lump sum payment. If your Participant Account is more than $1,000, your account will be paid in a lump sum unless you elect to receive installment payments. Installment payments consist of monthly payments over a period of 120 months. If you elect installment payments, you may select any beneficiary to receive any remaining payments after your death, subject to the rules regarding death discussed below.

If you choose to have your Savings Plan benefits paid to you, rather than as a direct rollover, you will receive only 80% of the payment, because the Savings Plan is required to withhold 20% of the payment and send it to the Internal Revenue Service as income tax withholding to be credited against your taxes.

The Savings Plan will give you more information about your options after you request your payout from the Plan. That information will, among other things, define an eligible rollover distribution.

Tax Consequences

Contributions you make to the plan from your pay are not taxed at that time.[*] Income earned on those contributions also is not taxed as earned. However, when you withdraw any amounts from the Savings Plan at any time, all amounts withdrawn are subject to federal, state, and any applicable local income taxes.

Any early withdrawal of contributions or earnings may be subject to a penalty tax of 10% in addition to all regular income taxes. Generally, early withdrawals are withdrawals prior to the date the participant reaches 59½ years of age (including hardship withdrawals) or prior to age 55, if the participant is separated from service. Withdrawals related to normal or early retirement age (age 55 or older) are not subject to the penalty.

[*] Although contributions to the Savings Plan are not subject to income tax, they are still subject to FICA tax.

Furthermore, any withdrawals (other than hardship withdrawals) that are deposited into another qualifying tax deferred savings plan (401(k), IRA, etc.) (a "rollover") within sixty days of the withdrawal, are not subject to any taxes at that time, if they comply with provisions of the Internal Revenue Code.

You should contact your accountant or other tax advisor if you have any other questions regarding the tax consequences of a withdrawal.

Distribution Upon Death

When you die, the balance in your account will be distributed to your beneficiary. You may designate in writing any beneficiary and contingent beneficiary. You may change this designation at any time by written instruction to the Savings Plan. If you are married, your spouse automatically will be your beneficiary, unless your spouse consents in writing to the designation of another beneficiary and that consent is witnessed by a Savings Plan representative or notary and filed with the Plan.

If you die without a designated beneficiary and have no surviving spouse, your natural and adopted children will be your beneficiaries. If none, your account will be distributed to your father or mother or both. If they are not living, your account will be distributed to your estate.

Upon your death, your beneficiary may receive the balance in your account in a lump sum as soon as possible. If the beneficiary prefers, the account may be paid in installments over certain periods of time specified in the Plan, or rolled over into an IRA. Effective January 1, 2010, non-spouse designated beneficiaries also may roll over distributions.

Timing of Benefit Payments

If you are no longer employed by a participating Employer (and you are not in layoff status receiving health benefits), you may, but are not required to, receive a distribution of your account balance. However, if your balance is less than or equal to $1,000, it will automatically be distributed to you in a lump sum payment before the end of the second year following the year in which your employment was terminated. If you elect a distribution of your Participant Account following termination of your employment, payment will be made in the same manner as if you had retired.

If you do not elect a distribution of your Participant Account when you are no longer employed by a participating Employer, your account balance will remain with the Savings Plan until you make an affirmative election to receive a distribution or until you are required to take minimum distributions as described below.

Required Minimum Distributions

The tax laws and regulations require you to start taking minimum distributions from the Savings Plan by April 1 of the year after the year in which you turn 70½ years of age or, if later, April 1 of the year after the year in which you separate from service. Minimum distributions must continue every year thereafter and must be taken by December 31. The amount of the annual minimum distribution is determined in accordance with federal law.

DETERMINING YOUR VESTED AMOUNT

Whether you receive the full value of your account depends on the reason you are receiving the distribution and your vested percentage in your contributions. Unless your distribution is for a financial hardship, your distribution will be the full value of your Participant Account. However, loss, denial or reduction of anticipated benefits may occur if all or a portion of your benefit is set aside for an alternate payee under a qualified domestic relations order (QDRO). The value of your account will be determined as of the date your distribution commences. You will receive your distribution as soon as administratively practicable following your application for benefits.

Mistaken Employer Contributions

If an Employer makes Employer Contributions for an Employee who is later determined not to be eligible for Employer Contributions, the contributions will be considered to have been made by mistake and will be returned to the Employer.

SECTION SIX: CLAIMS PROCEDURE

WHAT TO DO TO RECEIVE BENEFITS

You or your beneficiary must file a written request with the Savings Plan in order to start receiving benefits when you become eligible for them or when you die. The Savings Plan can provide you or your beneficiary with the appropriate form.

HOW TO FILE A CLAIM

You may claim a benefit to which you think you are entitled by filing a written request with the Savings Plan. The claim must set forth the reasons you believe you are eligible to receive benefits and authorize the Savings Plan to conduct such examinations and take such steps as may be necessary to evaluate the claim. If you wish to apply for benefits under the Savings Plan, the Plan Recordkeeper will supply you with all forms necessary to submit your application properly. You will receive an answer to your application within 90 days of its receipt by the Board of Trustees, unless the Board of Trustees, informs you that it needs additional time, in which case you will receive a response within a period that does not exceed an additional 90 days.

If your claim is turned down, the Board of Trustees will provide you or your beneficiary with a written notice of the denial. This notice will give you the specific reasons for the denial, the specific provisions of the plan upon which the denial is based, and an explanation of the procedures for appeal. You or your beneficiary will have 60 days from receipt of the notice of denial in which to make written application for review by the Savings Plan. The Board of Trustees will then have 60 days to issue a written decision on this review, or if the Board of Trustees informs you that additional time is needed, within a period not to exceed an additional 60 days. If your claim continues to be denied and you have exhausted your remedies under the Savings Plan, you have the right to file a lawsuit against the Savings Plan in Federal court.

DISPUTES REGARDING EMPLOYER CONTRIBUTIONS

The Board of Trustees resolves all disputes between an Employer and Employee as to whether an Employee is entitled to Employer Contributions. If you have a dispute, you must submit a request for resolution of the dispute to the Board of Trustees within 120 days after the **later** of either (1) your first date of employment in a classified job for the Employer, or (2) the date you first received written notice from your Employer that you are or are not entitled to receive Employer Contributions.

SECTION SEVEN: MISCELLANEOUS

PLAN TERMINATION

In the unlikely event the Savings Plan is discontinued, you will remain entitled to receive all of the funds held in your account. No employer is able to take assets out of the Savings Plan upon termination or amendment. Your account in the Savings Plan, however, is not insured by the Pension Benefit Guaranty Corporation (PBGC), because this is a defined contribution pension plan and not a defined benefit plan, which promises you a guaranteed benefit at retirement.

Upon termination, the Board of Trustees is permitted to determine the timing and manner of distribution of your account balance. The Board of Trustees may decide to distribute all accounts following termination, or make distributions only upon each Participant’s retirement, separation from service, or death as the Savings Plan provided before termination.

INALIENABILITY OF BENEFITS

Generally, your rights and benefits under the Savings Plan cannot be assigned, sold, transferred or pledged by you or reached by your creditors or other party except under a qualified domestic relations order (QDRO), or a levy from the Internal Revenue Service. A QDRO is a court order issued under state domestic relations law relating to divorce, legal separation, custody, or support proceedings. The QDRO recognizes the right of someone other than you to receive your Savings Plan benefits. You will be notified if a QDRO relating to your benefits is received. A QDRO may allow for an earlier than normal distribution to the person(s) other than the Participant listed in the order. Participants and beneficiaries can obtain a free copy of the Savings Plan's QDRO determination procedures from the Plan Administrator upon request.

SECTION EIGHT: RIGHTS UNDER ERISA

As a Participant in the Savings Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Savings Plan participants shall be entitled to do the following:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Savings Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Savings Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Savings Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Savings Plan may make a reasonable charge for the copies.

3. Receive a summary of the Savings Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Savings Plan must provide the statement free of charge. In addition to the right to request a statement, Participants in the Savings Plan have the right to automatically receive a benefit statement once every calendar quarter.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Savings Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees. For example, if the court finds your claim is frivolous, expenses may be assessed against you.

If you have any questions about the Savings Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.